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MICHAEL B. DATAGLIA
RECORDED DEEDS
NEW CASTLE CO. DE

THIS AGREEMENT, made this 15th day of July, A.D., 1996 by and between JOHN DAVID CHERWATY, party of the first part, hereinafter referred to as the "Grantor", and NEW CASTLE COUNTY, a political subdivision of the State of Delaware, party of the second part, hereinafter referred to as the "County".

WHEREAS, the Grantor is the owner of a certain tract of land located at 514 FRANKLIN SCHOOLHOUSE ROAD a.k.a. SHCOOLBELL ROAD, Parcel No. 10-034.00-012, Deed Record 1820 PAGE 82; and

WHEREAS, the County is preparing or having prepared plans for a sanitary sewer system which will carry sewage across the lands of the Grantor and other lands adjacent thereto; and

WHEREAS, in order to service County residents, it is necessary that the sewer line cross the lands of the Grantor.

NOW, THEREFORE, IT IS AGREED, for and in consideration of the sum of one dollar in hand paid to the Grantor, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, that:

1. The Grantor hereby grants and conveys to the County a perpetual easement with the right and privilege to lay, maintain, operate, relay, and remove at any time its pipes and appurtenances, including manholes, lampholes and cleanouts, for the sanitary sewer system hereinbefore mentioned, with the right of ingress and egress to and from the same, on, over and through a strip of land TWENTY feet in width, said strip to be referred to as the sewer right-of-way as shown on the map of the Department of Public Works No. 6-4369, which map by this reference is made a part hereof.

2. The Grantor also does hereby grant unto the County the right to use additional strip(s) of land to be referred to as construction strip(s), adjacent to the sewer right-of-way as follows:

NONE

as shown on the aforesaid Map No. 6-4369, said construction strip(s) to be used during the period of the original construction of said line, and/or the period needed to maintain, replace and/or remove said sewer line.

3. Grantor hereby agrees that he/she, and his/her heirs, executors, administrators, grantees and assigns, will permit the County by and through its proper officers, agents or employees at any and all time, when necessary or convenient so to do, to go over and upon the described land in order to perform any and all acts necessary or convenient for the County in order to maintain or repair the sewer and/or any of its appurtenances and to properly carry into effect the purposes for which this grant and easement is made.

4. Grantor covenants and agrees that Grantor shall not place, plant, erect, or construct any manner of shrub, bush, fence, structure or other man-made improvement within the perpetual easement described in paragraph one.

5. Construction, operation and maintenance of said sewer shall be done in such a manner as to result in the least possible inconvenience to the Grantor and without cost or expense to the Grantor. All earth and/or paving shall be replaced after the construction of said sanitary sewer system or after making any repairs to

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same, to the condition in which it formerly was as nearly as reasonably practicable.

6. The Grantor agrees to abide by all rules and regulations that are in effect relative to the use of the sanitary sewers in New Castle County.

7. The County by signing this agreement accepts the sewer right-of-way herein granted.

8. The covenants and agreements herein contained shall be binding upon the heirs, administrators, successors and assigns of the respective parties to this agreement.

9. This agreement constitutes the entire agreement between the parties. No term, provision or condition of this agreement shall be altered or amended, nor any term, provision or condition added to this agreement without the written consent of the parties.

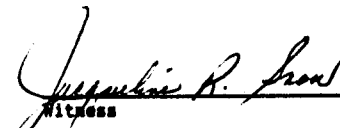
IN WITNESS WHEREOF: The parties hereto have duly executed this agreement on the day and year aforesaid.


Witness

 (SEAL)
JOHN DAVID CHERWATY

Mailing Address:
514 School Bell Road
Bear, DE 19701

Right-of-way Accepted
NEW CASTLE COUNTY


Witness

 (SEAL)
DIRECTOR OF PUBLIC WORKS

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 9 day of July, in the year of Our Lord, One Thousand Nine Hundred and Ninety-six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, County of New Castle, JOHN DAVID CHERWATY, party to this Instrument of Writing known to me personally to be such and he does acknowledge this Instrument of Writing to be his contract.

GIVEN under my hand and seal of office, the day and year aforesaid.

C. Kay Duncan
Notary Public

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 9 day of July, in the year of Our Lord, One Thousand Nine Hundred and Ninety-six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Michael D. Sprague, Director of Public Works, New Castle County, party to this Instrument of Writing, known to me personally to be such, and he acknowledged this Instrument of Writing to be his act and deed and the act and deed of New Castle County, a political subdivision of the State of Delaware; that the signature of the Director of Public Works is in his own proper handwriting; that the signing, executing, acknowledging and delivering said Instrument of Writing was duly authorized.

GIVEN under my hand and seal of office, the day and year aforesaid.

C. Kay Duncan
Notary Public

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